

CHINA



MAIL.

Established February, 1845,

With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

VOL. XXXV. No. 5036. 號八月八九年九百七十八年英

HONGKONG, THURSDAY, AUGUST 28, 1879.

日一十月七年卯己

PRICE, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

LONDON.—F. ALGAR, 8, Clement's Lane, Lombard Street. GEORGE STREET & Co., 30, Cornhill. GORDON & GOTCH, Ludgate Circus. E. C. BATES, HENRY & Co., 4, Old Jewry. E. C. SAMUEL DRAGON & Co., 160 & 164, Leadenhall Street.

PARIS AND EUROPE.—LEON DE ROSEY, 18, Rue Monsieur, Paris.

NEW YORK.—ANDREW WIND, 133, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOTCH, Melbourne and Sydney.

SAN FRANCISCO and American Ports generally.—BROWN & BLACK, San Francisco.

SINGAPORE AND STRAITS.—SAYLE & Co., Square, Singapore. C. HEINZEN & Co., Manila.

CHINA.—Macao, MESSRS. A. A. DE MELLO & Co., Macao. CAMPBELL & Co., Amoy, WILSON, NICKOLLS & Co., Foochow, HEDGES & Co., Shanghai. LANE, CRAWFORD & Co., and KELLY & WILSON, Yokohama, LANE, CRAWFORD & Co.

Banks.

CHARTERED MERCANTILE BANK OF INDIA, LONDON & CHINA.

(Incorporated by Royal Charter.)

THE following Rates of Interest are allowed on FIXED DEPOSITS:

For 12 months, 5 per cent. per annum.
" 6 " 4 per cent.
" 3 " 2 per cent. "

H. H. NELSON,
Manager.

Hongkong, May 31, 1879.

CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.

CAPITAL, £800,000.
RESERVE FUND, £150,000.

Bankers.

THE BANK OF ENGLAND.

THE CITY BANK.

THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH in HONGKONG grants Drafts on London and the Chief Commercial places in Europe and the East; buys and receives for collection Bills of Exchange, and conducts all kinds of Banking and Exchange Business.

RATES OF INTEREST ALLOWED ON DEPOSITS.

On CURRENT ACCOUNTS, 2 per cent. per annum on the daily balance.

On FIXED DEPOSITS.

For 3 months, 3 per cent. per annum.
" 6 " 4 per cent.
" 12 " 5 per cent. "

Notices of Firms.

NOTICE.

M. R. Y. KANKEKU has THIS DAY taken Management of this OFFICE and is authorized to Sign henceforth for MITSUI BUSSAN KAISHA in this Colony.

MITSUI BUSSAN KAISHA.

Hongkong, August 25, 1879.

NOTICE.

DURING my temporary absence from the Colony Mr. ERNEST VAUGHAN WETTON will CONDUCT my BUSINESS, for which purpose he holds authority to Sign my name.

R. G. ALFORD,
Surveyor, &c.

16, Queen's Road Central, 1st August, 1879.

NOTICE.

THE Undersigned has established himself at the Premises formerly occupied by LAMMERT, ATKINSON & Co., Peddar's Wharf, as

AUCTIONEER, APPRAISER

AND

COMMISSION AGENT.

All GOODS intended for SALE will be fully covered by FIRE INSURANCE.

G. R. LAMMERT.

Hongkong, July 1, 1879.

NOTICE.

THE AGENCY of this BANK at Foochow will be CLOSED and WITHDRAWN from 1st July next.

CURRENT DEPOSIT ACCOUNTS and FIXED DEPOSIT RECEIPTS will be PAID there AT ONCE with INTEREST to Date, or transferred to this Branch at the Exchange of the Day at the option of Constituents.

GEO. O. SCOTT,
P. Manager.

Oriental Bank Corporation,
Hongkong, May 28, 1879.

COMPTOIR D'ESCOMPTE DE PARIS.

(Incorporated 7th & 18th March, 1848.)

RECOGNISED by the INTERNATIONAL CONVENTION of 30th April, 1862.

CAPITAL FULLY PAID-UP..... £3,200,000.

RESERVE FUND..... £300,000.

HEAD OFFICE—14, RUE BERGERE,
PARIS.

AGENCIES and BRANCHES at:

LONDON, BOURBON, SAN FRANCISCO,
MARSEILLE, BOMBAK, HONGKONG,
LYONS, CALCUTTA, HANKOW,
NANTES, SHANGHAI, FOOCHOW.

LONDON BANKERS:

THE BANK OF ENGLAND.
THE UNION BANK OF LONDON.

The Hongkong Agency receives Fixed Deposits on Terms to be ascertained on application, grants Drafts and Credits on all parts of the World, and transacts every description of Banking Exchange Business.

E. G. VOUILLEMONT,
Manager, Shanghai.

Hongkong, May 20, 1879.

FOR SALE.

FOR SALE.

THE British Barque

"C H O C O L A,"

as she now lies at anchor off YOW-MAH-TEH. She was built of Oak and Elm at NANTES in 1868. She is well and favorably known on this Coast. She is well found in Sail and Gear generally. She has 2 Bower ANCHORS, each with 100 fathoms CABLE; also 1 SPARE ANCHOR and 2 KEDGES. She has been recently opened for survey, and is still open for inspection.

For inspecting Orders or further Particulars, apply to

ADAMSON, BELL & Co.,

Hongkong, August 25, 1879.

FOR SALE.

EX American Bark "ANTIOCH"

(JUST ARRIVED),

1, 2, 3 and 4 inch OREGON PINE LUMBER.

S P A R S.

7 to 18 inches (in Slings) 40 to 80 ft. long.

19 to 24 " (at Partners) 80 to 96 ft. "

L. MALLORY,

Hongkong Timber Yard,

(Wanchai).

Hongkong, August 8, 1879.

FOR SALE.

VIEUVE CLICQUOT PONSSARDIN,

Dry CHAMPAGNE (England)

in Cases of..... 1 doz. Quarts.

" " " 2 " Pints.

Apply to

SANDER & Co.,

Agents.

Hongkong, August 13, 1879.

FOR SALE.

G. FALCONER & Co.,

WATCH AND CHRONOMETER

MANUFACTURERS,

AND

JEWELLERS.

NAUTICAL INSTRUMENTS, CHARTS

AND BOOKS.

48, Queen's Road Central.

Hongkong, August 20, 1879.

FOR SALE.

VIEUVE CLICQUOT PONSSARDIN,

Dry CHAMPAGNE (England)

in Cases of..... 1 doz. Quarts.

" " " 2 " Pints.

Apply to

SANDER & Co.,

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Agents.

Hongkong, August 13, 1879.

FOR SALE.

Intimations.

4th DRAWING.

Chinese Imperial Government Loan 1877.

NOTICE IS HEREBY GIVEN, that in conformity with the stipulation contained in the Bonds of this Loan, the following numbers of Bonds to be paid off at par, on the 31st of August next (1879), when the Interest thereon will cease to be payable, were this day Drawn at the Offices of the HONGKONG AND SHANGHAI BANKING CORPORATION, 31 Lombard Street, E.C., in the presence of Mr. GEORGE HENRY BURNETT, Accountant of the said Corporation, and of the undersigned Notary.

NUMBERS OF BONDS DRAWN.

1146 Bonds Nos.:

2	1617	3221	4840	6447	8052	9663	11278	12884	14497
19	1634	3245	4856	6462	8072	9681	11286	12898	14515
35	1650	3258	4869	6472	8091	9697	11306	12910	14523
53	1655	3266	4886	6495	8099	9710	11316	12928	14539
60	1679	3280	4893	6505	8118	9717	11340	12939	14551
73	1692	3297	4902	6511	8123	9741	11352	12951	14561
89	1697	3310	4916	6533	8135	9758	11357	12965	14587
110	1711	3324	4929	6548	8150	9768	11379	12984	14597
114	1725	3338	4933	6562	8163	9784	11384	12998	14610
137	1750	3360	4970	6580	8186	9797	11397	13008	14622
146	1764	3368	4984	6594	8199	9812	11421	13027	14635
158	1765	3375	4987	6595	8208	9815	11434	13037	14649
175	1780	3398	4999	6621	8231	9836	11450	13061	14681
187	1806	3405	5026	6634	8233	9854	11459	13064	14681
205	1818	3422	5037	6641	8249	9862	11480	13082	14700
223	1834	3440	5043	6654	8271	9873	11492	13096	14714
236	1848	3451	5064	6665	8277	9892	11499	13118	14725
250	1852	3461	5079	6692	8299	9902	11512	13130	14741
257	1870	3485	5088	6695	8303	9921	11531	13144	14752
280	1880	3497	5097	6716	8323	9928	11547	13158	14760
281	1895	3506	5122	6721	8332	9932	11551	13163	14777
305	1913	3517	5127	6747	8355	9957	11572	13180	14788
315	1926	3539	5148	6783	8365	9975	11579	13199	14808
328	1941	3546	5156	6767	8383	9991	11598	13204	14822
346	1954	3566	5173	6779	8397	10000	11608	13219	14838
358	1968	3574	5188	6795	8414	10019	11628	13240	14850
371	1980	3588	5196	6806	8422	10033	11644	13246	14856
388	1997	3602	5211	6829	8434	10046	11650	13262	14874
402	2007	3614	5231	6845	8454	10058	11663	13274	14888
410	2025	3635	5247	6862	8469	10069	11687	13299	14908
429	2032	3650	5253	6862	8482	10088	11693	13303	14924
440	2054	3662	5269	6883	8491	10098	11707	13315	14926
452	2069	3679	5291	6894	8501	10115	11719	13330	14951
464	2083	3686	5298	6908	8514	10128	11744	13346	14954
487	2099	3699	5310	6921	8530	10138	11750	13367	14980
492	2113	3723	5325	6933	8546	10158	11772	13371	14988
512	2116	3728	5344	6953	8566	10170	11787	13397	14995
525	2138	3751	5349	6966	8575	10180	11798	13401	15020
539	2148	3754	5376	6979	8585	10202	11810	13413	15035
547	2160	3775	5377	6988	8601	10214	11827	13429	15050
569	2177	3785	5400	7007	8624	10225	11832	13444	15053
575	2187	3805	5407	7018	8638	10246	11854	13457	15074
598	2208	3812	5427	7030	8645	10258	11866	13475	15079
611	2213	3836	5441	7055	8658	10265	11874	13495	15096
628	2232	3848	5447	7065	8674	10284	11897	13507	15112
637	2242	3862	5473	7079	8694	10301	11910	13518	15134
649	2251	3868	5486	7085	8704	10316	11920	13526	15144
669	2277	3884	5494	7099	8714	10329	11934	13550	15152
684	2295	3893	5505	7114	8731	10344	11951	13563	15171
688	2306	3910	5530	7133	8740	10350	11963	13571	15189
712	2315	3922	5531	7144	8759	10370	11977	13591	15202
720	2334	3937	5557	7155	8770	10375	11992	13604	15212
729	2342	3953	5663	7169	8786	10389	12001	13619	15222
744	2363	3967	5685	7199	8801	10410	12018	13624	15245
762	2375	3983	5699	7210	8817	10430	12037	13647	15257
772	2383	3994	5703	7223	8827	10433	12047	13656	15273
785	2405	4013	5617	7230	8848	10458	12066	13678	15285
800	2421	4022	5642	7252	8859	10459	12072	13682	15301
817	2424	4036	5644	7254	8863	10477	12085	13701	15304
836	2450	4050	5662	7273	8880	10489	12104	13714	15317
844	2454	4062	5683	7281	8900	10506	12114	13733	15335
857	2467	4081	5698	7295	8914	10515	12126	13739	15352
873	2488	4099	5700	7310	8929	10535	12139	13753	15367
883	2495	4110	5719	7330	8938	10553	12162	13765	15383
899	2507	4118	5728	7338	8949	10559	12180	13783	15390
922	2533	4138	5745	7356	8963	10582	12192	13791	15404
937	2535	4163	5756	7367	8980	10598	12204	13815	15416
946	2552	4162	5775	7382	8998	10610	12214	13830	15435
956	2569	4176	5786	7397	9010	10614	12228	13846	15453
967	2590	4191	5795	7411	9028	10638	12248	13859	15462
974	2609	4217	5827	7441	9051	10666	12273	13876	15480
1009	2623	4230	5844	7451	9061	10675	12282	13891	15507
1027	2635	4256	5856	7464	9080	10686	12303	13914	15519
1047	2651	4263	5888						

Pakhol at the time these advices just to hand were written. It is to be hoped her arrival would change the aspect of affairs; the most likely result of her appearance would be to lead to the abandonment of manifestations of hostile feeling on the part of the Chinese to those strangers who are amongst them, and to a child-like and bland declaration that no steps of a serious nature towards the foreigners were ever intended. If so, it will be an undoubted verification of the truth that second thoughts are best. Had no gun-boats been handy here when the advices in answer to which the *Midge* left were received, the consequences would have been more serious, than we care to indicate.

A CENTENARY OF A STEAMER'S COAST TRIPS.
Our Canton correspondent writes, under yesterday's date:—

Whilst it is a matter of satisfaction to all that steam navigation is conducted with safety in China, yesterday was marked here by special congratulations to Messrs. Siemens & Co., and Captain Cass of the *Ningpo*, upon the completion of her one hundredth voyage between this port and Shanghai. About twenty of the Chinese shipmen had intimated an intention to present a richly-embroidered flag to the Captain, and a few foreign residents were invited to witness the ceremony. The occasion of such a ceremonial was very interesting to one participant in particular, who could recall the period when steamers were forcibly driven away from China. But to the Chinese themselves, the change must be more surprising; and both they and the foreigners exhibited the utmost cordiality in wishing the *Ningpo* and her successful commander continued good fortune in the prosecution of the voyages in which so much perseverance has already been shewn.

The London Times (even Jove nods now and then) has the following in an article report of recent date:—

William Fenwick Hall, 24, Lathrender, was convicted of a dreadful assault on a man with a red-hot poker, which pierced the substance of his brain and was sentenced to five years' penal servitude.

Dr. N. B. Dennys, of Singapore, has, we learn from the Straits Government Gazette, been authorized to file a specification of a certain invention "to abolish or diminish the danger arising to the occupants of carriages in the event of horses running away."

The Nation (New York), reviewing recent proceedings of the Representatives says:—

The House, making the proverbial misuse of its idle time, passed on Thursday (July 19th) a bill directing the Secretary of the Treasury to recoup trade-dollars, not deficient in weight and not "chopped" in China, into standard silver dollars; to coin no more trade-dollars, and to recko the recoinage apart from and in addition to the monthly silver coinage enjoined by the Bland Bill. This is a measure which Secretary Sherman has publicly opposed, and which it may be supposed the President will be advised by him to veto. But it is by no means certain that the Senate will adopt it, since Mr. Bayard's successful stand against the admission of the Warner Bill.

SUPREME COURT. IN CRIMINAL SESSIONS.

(Before His Lordship the Chief Justice, Sir John Smale.)

Thursday, August 28.

RECEIVING GOODS PIRATICALLY STOLEN.— PRISONER SENTENCED TO NINE MONTHS' IMPRISONMENT WITH HARD LABOUR.

Leong Abo, accountant in an iron dealer's shop Praya West, who was, on Thursday, found guilty, by a Common Jury, of having received into his custody, without legal authority or excuse, eight anchors which had been piratically stolen, was now brought up for sentence. The Jury had strongly recommended the prisoner to mercy, and Mr. Hayllar, who, instructed by Mr. Wotton, appeared for the prisoner, had been allowed time to call evidence as to the good character of the prisoner, which as his Lordship remarked, was a very important element in the case, remarking that he had been astonished to find no reference to it made in the evidence laid before the Jury. He asked that the evidence should be abundant if the prisoner wanted to make out a strong case; he would not grudge the time required to hear it. Mr. Hayllar now produced two witnesses, as follows:—

Choy Akwal, master of the Sun Fu, a Brazier's and a blacksmith's shop, 314 Queen's Road West, said he knew the prisoner and his shop; witness had carried on business for more than ten years, (in his present place for five years), and had known the prisoner for ten years; he had always borne a good character. Prisoner was the accountant, not the master of the shop.

By the Court:—I have met him often in the ordinary course of business. I have never heard anything against him.

Pang Uisam, a doctor, residing in Ladder Street, had known the prisoner for more than ten years; he had been friendly with him; he had borne the character of an honest business man. He had never heard anything against him.

Mr. Hayllar said he had more witnesses, but would not trouble his Lordship with them; they were simply able to speak the same effect.

The Chief Justice asked that they be produced.

Mr. Hayllar said he would not go further with the case.

The Chief Justice: Then you have no further witnesses. Do you wish to say anything in mitigation?

Mr. Hayllar had nothing to say in addition to what he had said already in his speech in the case. It depended on the evidence entirely whether the man deserved punishment. Knowing receiving anything stolen by pirates was a serious offence; he had stated all his argument in favour of the prisoner in his address to the Court; and the Jury, taking a particular view of the facts and of the law, or rather accepting the law as laid down by his Lordship, had found the prisoner guilty, but recommended him to mercy. He reminded the Court that the recommendation of the jury was a strong one.

His Lordship could not say the testimonial as to character were so numerous as he could have wished. His Lordship then said: I have reconsidered this case this morning. Last night I considered it and came to a certain decision; to-day public justice requires that I should look this matter boldy in the face, and I do it. The prisoner Leong Abo has been convicted, after a long trial, of having knowingly taken into his custody certain anchors previously by pirates feloniously taken, without lawful authority or excuse, the proof of which lay upon him, and which authority or excuse he failed to prove. He has thus been guilty of a felony and has become liable to penal servitude for ten years, but the law enables the judge to sentence him to a term of imprisonment which may be sufficient. I don't find any case in which there has been a less severe sentence than eighteen months' with hard labour. But perhaps Mr. Deane or some one can refer me to cases where there have been similar sentences than that.

Mr. Ng Achoy, in reply to his Lordship, said he had defended a prisoner before Mr. Justice Snowden, for recieving stolen goods knowing them to have been stolen, and the man only got three months' imprisonment.

The Chief Justice: That must have been a very special case. The light sentence must have been the result of your eloquence.

Captain Deane remembered a case of this kind some seven sessions ago, where a sentence of nine months' imprisonment was given.

The Chief Justice: I do not recollect any such cases, and I failed to find any record, but I perhaps did not go very carefully through them. I understand then that there have been cases on which sentences of less than 18 months have been passed and one where a sentence of three months only was passed. In the present case, the crime was clearly proved against the prisoner. He had the benefit of a most zealous and able defence; all points that could be raised in his favour have been urged on the Jury and on the Court by the learned Counsel who defended him, and I believe that no one doubts that the conviction was the necessary result of the evidence adduced. In charging the Jury I especially fixed their attention on the charge I have just specified, because it was especially important that the public should know that receivers of property piratically taken are liable to be declared felons and to be punished as such, unless they receive such property without having taken such precautions as shall enable them whenever called on to produce the seller to them, or to show that they had at least an excuse for the possession of such articles by having bought them in the fair course of trade, from some one whom they may reasonably have believed to have a good right to sell the articles piratically taken. It seems to me that the prisoners' guilt having been proved, it is important that his conviction should be a warning to all such receivers. I did not ask the Jury to consider whether or not the prisoner was guilty on the second count—in which he was charged as having received the same anchors well knowing that they had been stolen—because, if the Jury acquitted him on the first charge, they would probably have acquitted him on the second charge, and I desired to render the enquiry as free from complication as possible. But I must say that I should myself have had no difficulty in finding the prisoner guilty on this charge also. It has often been said that receivers are as bad as robbers. I think that sometimes they are morally worse. They certainly are greater pests to society. If robbers did not know—poor homeless friendless creatures as they usually are—where to take their spoil at once, they would not rob. It is only when men holding a position of responsibility (false though it be) are known to robbers that robbers can feel any prospect of gain from carrying on piracy, burglaries and thefts as a trade. A greater service is rendered to society, its safety is better protected, when one receiver, holding his head high as a trader, is convicted on due evidence, than when ten such poor wretched scoundrels as thieves look when in the dock are convicted. The root of the evil is the receiver's shop. He usually takes the lion's share of the plunder. In the case of this prisoner his own entry in his own book gave the date of his purchase of these anchors, that date being the very next day after the evening when the piracy was committed beyond the Ly-ee-moon. It was so soon after the arrival of the anchors in this harbour as to preclude the supposition that there was opportunity for any transfer of the anchors from the pirates to any one who, with the semblance of being a blacksmith, might have offered them to the prisoner for sale. Such recent possession justifies according to law, and according to common sense would force the presumption that the prisoner was one of the pirates; but his book says that he bought the anchors, and his trade confirms his contention, and the Jury has found that he received these anchors; but when he entered the name of a man unknown as the seller and wrote that he paid a certain price which no one can contradict, these devices have so often had recourse to as to be notorious; they have been so universally adopted that the jury accepted the fact that the prisoner had written what appears in the book, but they, I presume believe—I certainly believe—that these entries are not true. Let all shopkeepers and others learn from this case—how I believe they must have known it before—that whenever any article which has been stolen is found in the possession of any man, he is bound to be prepared to show from whom he had it and that the article came to him without ground to suspect that it had been dishonestly come by; and that if he fail so to exonerate himself as to any article he admits to have come into his possession the day after a robbery he must if not convicted as receiver be held to be the thief. The law presumes he is the thief or the receiver according as the evidence tends to prove either alternative. I had more carefully than usual considered this case with a view to inflict the minimum of punishment consistent with due effect on the few dishonest native shopkeepers in this Colony; but the justice of the prisoner's conviction has been impugned this morning, and I have therefore carefully reconsidered the whole case. It is admitted that, under the first count, the prisoner is technically guilty; but it is said that the Ordinance is an unusually stringent one. I was aware that by English statutes similar provisions were made throwing the onus of proving absence of guilty knowledge on the prisoner. I am obliged to Mr. Plunket, the Registrar, for a reference—the 24 and 25 Vic., cap. 99, sec. 6—whereby it is made a felony for any one to pass off any counterfeit

coin; and the precise words "without lawful authority" &c., used in our Ordinance are used there, so that the provision is not without precedent in England. It has been enforced there, and under a like Ordinance it has been enforced here times without number. It is admitted that the man was in possession of the goods, but it is alleged that the Crown failed to give any proof of guilty knowledge on the part of the prisoner. I am of opinion that there was ample proof of guilty knowledge in the prisoner to have justified the jury in finding him guilty on the second count. "Guilty knowledge" has been well defined to mean "belief," by Mr. Baron Bramwell in a case I quoted to the Jury. Possession recently after the theft, is possession varying from a day to a year and upwards. Mr. Best, p. 434, says "the recent possession of stolen goods is sufficient to call on the accused to show how he came by them, and in the event of his not doing so, to justify the conclusion that he is the thief who stole them;" and at p. 298, Mr. Best illustrates this proposition. Who and what Mr. Best was is known very well even in this Colony; he was well known in England as an eminent lawyer. Sir Roscoe on Evidence, 7th edition, p. 19, Archbold's Common Law, 18th edition, p. 251, and the remarkable case of Reg. v. Wilson Dears and B., 157 and 26 L. J. M. C. 45, where stolen goods were found in the possession of a man openly offering them for sale, and he said he bought them of B., a person known to the police, and it was held that it was incumbent on the Crown to call B., and the man was convicted, and on case reserved it was held that the conviction was good. That case, threw the burthen of proof far more than this case does on the Crown. If I am wrong, I am wrong in following Sir James Fitz James Stephens, now one of the Judges of the Supreme Court in England, to whom mainly is entrusted the revision of the Criminal Law of England. He says at p. 218 of "A Digest of the Criminal Law"—the book which is the highest authority on Criminal Law that I know:—"The inference that an accused person has stolen property or has received it knowing it to be stolen may be drawn from the fact that it is found in his possession after being stolen and that he gives no satisfactory account of the way in which it came into his possession." This is what I have said; nothing more, nothing less. In this case the Crown proved, as I think, that the prisoner after his arrest offered money to the prosecutor. The prosecutor has been twice tested in this Court and I hold him to be a witness of truth. Now in this case the Crown proved by the prisoner's own statement that whereas the robbery was far at sea on the evening of the 20th the prisoner had bought them on the 21st. More recent possession by the prisoner could not be. The prisoner said he got these goods honestly, but he gave no evidence to that effect. If the anchors had been found in the prisoner's possession a year after a robbery, then if the Crown failed to prove guilty knowledge, the jury would be directed to acquit; but the recency of the possession after the robbery was of itself evidence that the man in whose possession it was was the pirate, and threw, and properly threw, the burthen of proving innocence on the prisoner, and that not by this ordinance but by the common and statute law of England, under which in former times hundreds of criminals have been hung and in this Court burglars and thieves have been convicted at almost every sessions. In murder the actual act of killing is proved every seldom indeed, but the possession, shortly after the murder, by a man, of articles which had been on the person of the murdered man before he was murdered is often of itself held sufficient evidence not only of the robbery but of the murder by the man in whose possession recently after the murder the articles are found.

His Lordship then, addressing the prisoner, said:—And now it becomes my duty to pass the sentence of the Court on you, Leong Abo. The Jury, in finding you guilty, strongly recommended you to mercy. It is always gratifying to the Court to attend to such recommendations. You have called two persons to speak to your character being good. I cannot say I am overwhelmed by the weight of their testimony. I have taken all these matters into consideration and I shall pass a lenient sentence—I fear too lenient a sentence—on you. The sentence of the Court is that you be imprisoned and kept to hard labour for a period of nine calendar months. I have treated you leniently, but I must add that so long as I sit on this Bench, I intend in future to treat the receivers as nearly, if not quite, as bad as the robbers, and pass heavy sentences on them accordingly.

The prisoner, to whom were interpreted the remarks of his Lordship which were addressed to him, looked considerably dazed as he was being removed.

The Chief Justice, with regard to the question he had referred to, touching the Press, continued:—Observations made in print until the conclusion of a trial are a contempt of this Court. I believe they were intended to influence my judgment, and to a certain extent they have; they have led me to reconsider this case, and my judgment is not what it was last night.

"I shall never be influenced by public opinion whether verbal or printed." That I said within the first month after I took my seat here, and to that I have adhered. I don't think the prisoner has to thank his friends. I will make one further observation. The paper in which the article appeared has usually been an exceedingly fair and reasonably anxious to avoid interfering with public business improperly, that I am only surprised at its having appeared, and I must regard it as a mishap, and shall therefore take no further notice of it, although it was liable to be further taken notice of.

(Before the Hon. the Acting Justice of the Peace, J. J. Francis, Esq.)

Thursday, August 28.

HOUSE-BREAKING AND RESISTING APPREHENSION.

Chau Afuk and Tse Atso, who were on the 20th inst., the first day of the Sessions, convicted of burglary and assault, were now brought up for sentence. A point had been reserved for argument whether the Ordinance is an unusually stringent one. I was aware that by English statutes similar provisions were made throwing the onus of proving absence of guilty knowledge on the prisoner. I am obliged to Mr. Plunket, the Registrar, for a reference—the 24 and 25 Vic., cap. 99, sec. 6—whereby it is made a felony for any one to pass off any counterfeit

Police Intelligence. (Before the Hon. O. B. Plunket.)

Thursday, August 28.

THE "FLORAL STAR."

Frederick Thorne, John Warden, John Darget, William Anderson and Joseph Reid, seamen of the British schooner *Floral Star*, sentenced to four weeks' imprisonment on the 6th inst. for refusal of duty, had the last week of their sentence remitted by H. E. the Administrator, and were brought before the Magistrate this morning again, when Capt. Gorden Davison, the master, applied for the man to be sent on board.

The whole of the men stated that they would not turn to, if sent on board.

The third prisoner, Darget, gave as a reason, that he had been told by the Chief Mate, that, if he went away from this harbour in the *Floral Star*, he would lead him a dog's life.

Reid, the fifth prisoner, stated that he had heard the Mate use the above threatening language.

His Worship, at this stage of the proceedings, decided on sending the men before the Harbour Master, as he, himself, did not, he said, sufficiently understand shipping matters.

The man received their discharges from the gaol, and were marched off to the Harbour Master's.

[When they got down to the Harbour Master's office, Capt. Thomsett was not in attendance; they were therefore marched back to gaol as they refused to go on board to their ship. The case will be heard tomorrow at ten o'clock, at the Harbour Master's office.]

AN UNFORTUNATE SHOWER.

Shi Apap, a street coolie, was charged with breaking into a blacksmith's shop and stealing tools to the value of \$4.

A carpenter named Yip Alin, in returning home yesterday, had to pass the blacksmith's shop on the way to his house, and saw the door of the shop standing slightly ajar; he looked in and saw the prisoner wrapping up a number of tools in a jacket. Being suspicious that all was not correct, he called out "thief." Defendant then came out of the shop and ran off; he was arrested by P. C. 183, who took him back to the shop; the tools were found tied up in a parcel, ready for lifting.

Prisoner had no witness to speak to his character, and stated that he had gone under the veranda for shelter from the rain, and when he heard the cry of "thief" he walked away and was arrested by mistake.

His Worship sent him to gaol for three months with hard labour.

GOING HOME.

Wan Atak, carpenter from Macao, wishing to return to his home went to a house in course of erection in Lyndhurst Terrace, yesterday and wrenched off six window bolts valued at \$2, with the intention of selling them. He Akwok, the contractor, saw prisoner coming down the stairs and searched him in his waist-band; he gave him in charge.

Prisoner, after being duly cautioned, admitted having stolen the bolts to enable him to return to Macao and also admitted having two previous convictions against him; the first in April 1878, for house breaking and larceny, when he was sent to prison for eight weeks with hard labor; the second in November 1878, when he was sentenced to six months with hard labor for house-breaking.

Prisoner was committed for trial.

GINGER.—(NOT ANCHORS)

Yun Ahap, a hawk, for having two baskets of ginger in his possession on the 25th inst. which he cannot satisfactorily account for, and which are supposed to have been stolen, was fined \$10; in default of payment he has to go to gaol for one month with hard labor.

UN AKWOK, HIS MARK.

Un Akwok requested a fellow hawk to lend him two water buckets, and, on being refused, went into the street, picked up a large stone and threw it at his neighbour, cutting his head very severely. When arrested by the Constable, prisoner said the stone had been thrown by his companion, and aimed at him, but it missed the mark and struck complainant.

His Worship sentenced prisoner to fourteen days' solitary confinement.

(Before O. V. Creagh, Esq.)

PUBLIC GAMBLING: PROSECUTION WITHDRAWN.

Li Ashun, Cham Atak, Kwok Amo, Pun Alsung, Kwan Awai and Li Awai, charged with public gambling in a house in Hillier Street on the 9th instant, and remanded from time to time, were again brought up to-day. The first and second defendants had been admitted to bail in \$200 each, the others in \$25 each. The first five defendants appeared to answer the charge and were dismissed, the Captain Superintendent of Police having withdrawn the prosecution.

Canton.

27th August.

The most absorbing matter of general interest during the past three days has been the excessively temperate weather, the thermometer marking 93° deg. in my residence on Honam and two or three degrees higher on Shamen, in the shade; but this indication fails to convey an idea of the peculiarly disagreeable quality of sultriness that marked the difference of effect as compared with the antecedent periods of the heated term of this relatively temperate summer. I find but twelve markings above 90 deg. since the 1st of July, as the maximum, down to the 23rd inst. On the 24th the maximum was 93° deg., and my barometer marked a fall from 29 deg. 63 min. to 29 deg. 67 min. at which it stood until the afternoon of the 25th, when it fell to 56 min. and later to 54 min., where it stood steadily until yesterday evening, when it fell to 48 min. and there remained the last night through; the wind being N.W. to N.E., but veering to W.S.W. this morning, accompanied by steady but not heavy rain during several hours, the barometer not rising above 54 min. until after sunset to-day and now (10 p.m.) having touched 63 min. According to former experience, at the mouth of the estuary and in this river, a gale is likely to recur locally when the rotation has been in the direction of East by North to South West as in this instance; but I judge from the protected steadiness of the barometer at the two successive lower markings that the diameter of the cyclone

Mails.

NOTICE.
COMPAGNIE DES MESSAGERIES
MARITIMES.
PAQUEBOTS POSTE FRANCAIS.

STEAM FOR
SAIGON, SINGAPORE, BATAVIA,
POINT DE GALLE,
ADEN, SUEZ, ISMAILIA, PORT
SAID, NAPLES, AND
MARSEILLES;

ALSO,
BOMBAY, MAHE, ST. DENIS, AND
PORT LOUIS.

ON TUESDAY, the 2nd September, 1879, at Noon, the Company's S. S. PEIHO, Commandant PASQUALINI, with MAILED, PASSENGERS, SPECIE, and CARGO, will leave this Port for the above places.

Cargo and Specie will be registered for London as well as for Marseilles, and accepted in transit through Marseilles for the principal places of Europe.

Shipping Orders will be granted until Noon.

Cargo will be received on board until 4 p.m., Specie and Parcels until 3 p.m. on the 1st September, 1879. (Parcels are not to be sent on board; they must be left at the Agency's Office.)

Contents and value of Packages are required.

For further particulars, apply at the Company's Office.

G. DE CHAMPEAUX,
Agent.

Hongkong, August 20, 1879.

Intimations.

HONGKONG FIRE INSURANCE COMPANY, LIMITED.

ADJUSTMENT OF BONUS FOR THE YEAR 1878 AND THE FIRST 6 MONTHS OF 1879.

SHAREHOLDERS in the above Company are requested to furnish the Undersigned with a List of their Contributions for the Year ending December 31st 1878, and for the SIX MONTHS from January 1st to June 30th 1879; in Order that the Distribution of the Portion of PROFITS Reserved for CONTRIBUTORS may be arranged. Returns not rendered prior to October 31st next, will be adjusted by the Company and no Claims or Alterations will be subsequently admitted.

JARDINE, MATHESON & Co.,
General Managers.

Hongkong, July 24, 1879.

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CHINA FIRE INSURANCE COMPANY, LIMITED.

ADJUSTMENT OF BONUS FOR THE YEAR 1878, AND TO THE 30TH JUNE, 1879.

SHAREHOLDERS in the above Company are requested to furnish the Undersigned with a List of their Contributions from the 1st January, 1878, to the 30th June, 1879, in Order that the Portion of the NET PROFITS to be Reserved for CONTRIBUTORS may be arranged. Returns not rendered prior to the 31st October next will be adjusted by the Company, and no Claims or Alterations will be subsequently admitted.

JAS. B. COUGHTRIE,
Secretary.

Hongkong, August 2, 1879.

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YANGTSZE INSURANCE ASSOCIATION.

NOTICE.

IN accordance with the Articles of Agreement, the Directors have declared a DIVIDEND to POLICYHOLDERS for the FIFTEEN MONTHS ENDING 31st December 1878, of THIRTY-THREE PER CENT. ON THE NET PREMIA CONTRIBUTED, payable at our OFFICE on and after the 15th instant.

POLICYHOLDERS are requested to send in particulars of their Contributions.

By Order of the Directors,
RUSSELL & Co.,
Agents.

Hongkong, May 5, 1879.

NOTICE.

HONGKONG COMMERCIAL EXCHANGE.

THE EXCHANGE ROOMS in MARINE HOUSE, Queen's Road Central, are Open Daily for the use of MEMBERS from 9 a.m. to 6 p.m.

Special Days—TUESDAYS and FRIDAYS, from 12 to 12.30 and 4 to 4.30 p.m. Applications for admission as Members to be addressed to

E. GEORGE,
Secretary.

Hongkong, June 18, 1879.

HONGKONG WHARF & GODOWNS.

GOODS RECEIVED ON STORAGE at Moderate Rates, in FIRST-CLASS GODOWNS, under European supervision; and VESSELS Discharged alongside the Wharf, on favorable Terms, with quick despatch. Also entire GODOWNS to be let.

MEYER & Co.,
Hongkong, August 1, 1879.

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NOTICE.

FROM the 1st OF OCTOBER, Dr. EASTLACKE will receive his PATIENTS at his new DENTAL ROOMS, NO. 50, QUEEN'S ROAD CENTRAL, over the MEDICAL HALL.

Hongkong, September 23, 1878.

THE Undersigned have been appointed SOLE AGENTS for Hongkong and China for the Sale of their LEAD by the MECHEINICH MINING SOCIETY.

MEYER & Co.,
Hongkong, June 27, 1879.

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NOW READY.

A CHINESE DICTIONARY IN THE CANTONESE DIALECT. Parts I. and II., A to M, with Introduction. Royal 8vo., pp. 404.—By ERNEST JOHN EIRK, Ph.D. Tübingen.

Price: FIVE DOLLARS, OR TWO DOLLARS AND A HALF per Part.

To be had from MESSRS. LANE, CRAWFORD & Co., Hongkong and Shanghai; and MESSRS. KELLY & WALKER, Shanghai.

Hongkong, March 1, 1878.

TO LET.

A FIRST-CLASS GODOWN on the Praya.

Apply to VOGEL & Co.

Hongkong, July 28, 1879.

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TO LET.

ON MARINE LOT NO. 65, FIRST-CLASS GRANITE GODOWNS.

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Hongkong, July 25, 1879.

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"ROSE VILLAS"—FURNISHED OR UNFURNISHED, BONHAM ROAD,

WITH Large TENNIS LAWN.

Apply to SHARP & DANBY,

No. 6, Queen's Road Central,

late Messrs. E. D. SASSOON & Co.

Hongkong, May 10, 1879.

TO LET.

HOUSE No. 7, PEDDAR'S HILL.

DAVID SASSOON, SONS & Co.

Hongkong, April 29, 1879.

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INSURANCES.

SWISS LLOYD

TRANSPORT INSURANCE COMPANY

OF WINTERTHUR.

INSURANCES granted on MARINE RISKS to all parts of the World.

MEYER & Co., Agents.

Hongkong, June 3, 1879.

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